

REMARKS

I. Amendments to the Claims

Claims 1-3, 6, 10, 11, 15-25, and 27-31 are pending in the present application, and Claims 1, 6, and 27 are the independent claims. Applicants have amended independent Claims 1, 6 and 27 herein. No new matter has been added.

II. Claim Rejections Under 35 U.S.C. §§ 101 and 112

Claim 1 has been amended to clarify that the leasing program module is a software module. Support for this amendment can be found at paragraphs 35 and 41 of the published application which describe software modules operating on a server to perform the described services. Applicants request the withdrawal of the rejections under §§ 101 and 112 of Claims 1-3 and 15-20.

III. Claim Rejections Under 35 U.S.C. § 103(a)

In the Office Action, the Examiner rejected Claims 1-3, 6, 10, 11, 15-25, and 27-31 under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent No. 7,143,048 to Ruben (hereinafter Ruben) in view of U.S. Patent No. 6,871,140 to Florance (hereinafter Florance) and U.S. Patent No. 6,904,412 to Broadbent (hereinafter Broadbent). Applicants respectfully traverse the rejection.

Applicants submit that Ruben, Florance, and Broadbent, either alone or in combination, do not describe, teach or suggest at least the feature of - populating a lease agreement with owner property information. Support for this feature added to Claims 1, 6, and 27 by the amendment herein can be found in the published specification at paragraphs 0019, 0021, and 0057.

The Examiner previously relied upon Ruben as teaching the step of populating a lease agreement with information. Applicants respectfully submit that Ruben fails to teach populating a lease agreement as recited in independent Claims 1, 6 and 27, as amended.

Specifically, Ruben describes leases as “static documents” that “are electronic documents that are not modifiable directly in the system.” (3:44-45.) “The information for the documents preferably is developed on a building specific and building tenant space basis.” (3:63-65.)

These statements indicate that Ruben does not provide for modifiable lease agreements that can be populated with relevant information. Instead, Ruben teaches that each lease agreement is developed for a particular building or tenant and is a static document.

In contrast to the static lease agreements, Ruben also goes on to describe using “key data fields” “for service request workflows” by “pre-populating” fields for placing service requests. (4:11-18.) However, throughout the Ruben specification, the active fields are only used in the context of service requests, and not for pre-populating lease agreements to facilitate lease negotiations as recited in amended independent Claims 1, 6 and 27. Ruben also describes other types of interactive documents, such as lease abstracts and contract abstracts. However, these interactive documents are not populated with property owner information as recited independent claims 1, 6, and 27. In light of the express contrary teachings in Ruben that leases are treated as static documents that are not populated using previously entered information, Ruben cannot be relied upon to render the claims obvious.

Dependent Claims

Each of Claims 2, 3, 10, 11, 15-25 and 28-31 depends directly or indirectly from one of the independent claims discussed above. Accordingly, for at least the reasons discussed above with respect to the independent claims, Applicants submit that the dependent claims are likewise patentable over at least the cited references. The dependent claims also recite additional features that further define the claimed invention over the cited references. Accordingly, Applicants request separate and individual consideration of each dependent claim.

Applicants have not addressed each specific rejection of the dependent claims because Applicants submit that the independent claims are allowable over the documents of record, as discussed above. Applicants have not acquiesced to any such rejections and reserve the right to address the patentability of any additional claim features in the future.

CONCLUSION

Applicants submit the foregoing as a full and complete response to the Office Action mailed on October 29, 2008. Applicants submit that this Amendment and Response places the application in condition for allowance and respectfully request such action. If any issues exist

that can be resolved with an Examiner's Amendment or a telephone conference, please contact Applicants' undersigned attorney at 404.572.3505.

Respectfully submitted,

/SPW/

Steven P. Wigmore

Reg. No. 40,447/

Robert T. Neufeld,

Reg. No. 48,394

King & Spalding LLP
1180 Peachtree Street, N.E., 34th Floor
Atlanta, Georgia 30309-3521
404.572.4600
K&S Docket: 21300.105003